

Matthews

Recipient Shall Promptly Notify
Proper Parties and File Certificate of
Service Reflecting Such Notice.

FILED

FEB 21 2003

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

MICHAEL L. WILLIAMS, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF OKLAHOMA

IN RE:

**Kyle Michael Collins, SSN 440-96-9319
Debtor**

**Case No: 00-01656-R
Chapter 7**

**Moody's Jewelry, Inc.,
Plaintiff,**

vs.

**Kyle Michael Collins
Defendant**

ADVERSARY No.: 00-0161-R

**AGREED JUDGMENT EXCEPTING DISCHARGE OF MOODY'S,
Journal Entry of Judgment**

Comes now the above named Plaintiff, Moody's Jewelry, Inc. (hereinafter "Moody's" or "Plaintiff") by and through its attorney of record, Thomas O. Matthews, and the defendant Kyle Michael Collins (hereinafter "defendant", "debtor"), and the Court finds:

1. The parties have filed their **STIPULATIONS FEBRUARY 20, 2003 AND DECLARATION OF MILITARY SERVICE BY DEBTOR**, and incorporate the same in full by reference as if set forth in full herein. The Court hereby adopts and makes those stipulations findings in this order and incorporates them by reference, whether or not repeated below.

2. This Court has jurisdiction of the subject matter by virtue of 28 U.S.C. §157 and §1471 and the Bankruptcy Code, 11 U.S.C. 101 et. seq. enacted by Public Law 95-598 on November 6, 1978, the Bankruptcy Amendments and Federal Judgeship Act of 1984, P.L. 89-353, and as further amended. This is a core proceeding under the U.S. Bankruptcy Code.

DOCKETED 2-21-03
Clerk, U.S. Bankruptcy Court
Northern District of Oklahoma

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2. Defendant filed for relief under Chapter 7 of the United States Bankruptcy Code on May 5, 2000, in the above entitled bankruptcy case. The First Cause of Action (also referred to herein as Count I) that Moody's claim is an exception to discharge under section 523(a)(2) title 11 USC was timely filed. The Second Cause of Action (also referred to herein as Count II) objecting to discharge was timely filed, but said Second Cause of Action was dismissed at the request of plaintiff after notice and opportunity for hearing.

3. Moody's is a creditor of the defendant. As of May 24, 2000, the amount including accrued interest owing Moody's by defendant is \$2,421.48, at a contract rate of interest of 1.75 percent per month. The debt is secured by collateral as described in Moody's proof of claim, such description incorporated herein by reference. The collateral has not been returned to Moody's. Moody's has a perfected security interest in said collateral. The contract provides that the costs of collection and reasonable attorney fees are to be paid by defendant.

4. The Court finds, based on the stipulations filed February 20, 2003, and the matters incorporated therein, that the debt of debtor to Moody's is an exception to discharge under section 523(a)(2) title 11 USC.

5. The Court further finds that the parties have agreed to the judgment set forth below, and the PAYMENT TERMS for an agreed payment plan staying execution of judgment.

WHEREFORE, IT IS ADJUDGED, DECREED AND ORDERED THAT: Moody's is granted judgment against Kyle Michael Collins in the amount of \$2,421.48 as of May 24, 2000, plus attorney fees in the amount of \$750.00, plus costs of \$150.00, plus

interest accruing at the contract rate of 1.75 percent per month on said judgment from May 24, 2000, plus the costs and reasonable attorney fees to take any further collection action if defendant defaults on the following payment terms plus the accruing contract interest on said amounts.

AGREED PAYMENT TERMS: Parties agree that the above judgment will be considered satisfied in full if payment of \$2,200.00 is made by defendant as follows: That defendant shall pay \$400.00 immediately, then an additional \$1,800.00 in 10 monthly payments of \$ 180.00, the first payment due March 28, 2003, at zero percent interest, to Moody's Jewelry at 1137 S. Harvard, Tulsa, OK 74112; further, as long as the payments are timely made, Moody's shall not take any other collection action against Mr. Collins or his property; however, failure to make any payment on time shall be a default of these payment terms, and in the event of such default, Moody's may then execute (without further need of notice of intent to execute) on the entire judgment without regard to these payment terms and take any lawful collection action against Mr. Collins or his property. If Mr. Collins makes all the payments as set forth in these **PAYMENT TERMS**, then Moody's will file a release of judgment and such payments totaling \$2,200.00 will be considered as full satisfaction of the entire judgment, including costs and attorney fees.

It is further ordered that Moody's shall retain its secured interest in said collateral until the judgment is paid in full.

It is further ordered that nothing herein is construed as a determination or release of the rights of Moody's against any co-signer who is also obligated to Moody's on the contract with defendant.

Notwithstanding the Payment Terms and Moody's agreement to take no collection action while the payments are timely made, it is agreed by Mr. Collins and Moody's and ordered that Moody's may send a billing statement to defendant. Upon successful completion under the payment terms, Moody's will release any and all judgment liens created by Moody's.


It is further ordered that any amount, less the reasonable cost of collection and reasonable attorney fees, collected by Moody's exercising Moody's security rights against the collateral, or collected from a co-signer or co-debtor to the account from which this judgment arose, shall be credited towards the judgment herein rendered, but shall not be considered as a substitute for any payment required from Mr. Collins under the payment terms. Nothing herein requires Moody's to take any collection action against any co-signer.

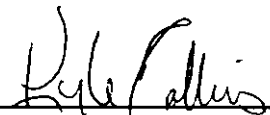
The Clerk shall make the appropriate Journal Entry.

So ordered, this 21 day of Feb., 2003


DANA L. RASURE, Bankruptcy Judge

The undersigned respectfully agreed and approved prior to submission to the Court by:

 2/20/03
Thomas O. Matthews, OBA 5788
Attorney for Plaintiff Moody's Jewelry, Inc.
317 S. Harvard, Oak Plaza, Suite G,
Tulsa, OK 74135,
phone (918) 743 1912

 2/20/03
Kyle Michael Collins

Defendant, Pro Se
8214 East 32nd Street
Tulsa OK 74145
918 695 2505